June 2011

TERMS OF SALE

Net 45 days or by Controller Transfer. Orders from California State agencies are exempt from State Account tax and federal excise tax. All other agencies must add current State Account tax to orders.

Prices shown cover standard products only. Prices and specifications are subject to change without prior notice.

CALPIA unit prices include delivery within California strictly to dockside locations excluding major projects. Applicable prices are those prices in effect at the time of receipt of purchase order or those established by awarded contract or bid. Prices are domestic prices only for shipment within the continental United States.

MINIMUM ORDER

No minimum order requirements.

ACKNOWLEDGMENTS

Upon receipt of a completed purchase order, CALPIA will issue an Order Acknowledgment to **both the bill-to** and **ship-to addresses**. Orders will be manufactured and invoiced based upon the information on the acknowledgment. IF THERE IS ANY DISCREPANCY, PLEASE NOTIFY CALPIA IMMEDIATELY.

After the date of acknowledgment, orders may not be changed or cancelled in whole or in part without the written agreement of all parties concerned.

ORDER INFORMATION

Purchase orders are to be sent to:

CALPIA

Attn: Customer Service 560 East Natoma Street Folsom, CA 95630-2200

All orders must include:

- · ship-to and bill-to addresses
- authorized signature to encumber funds
- agency funding source: fund, agency, fiscal year, reference (State agencies only)
- agency contact person and public telephone number including area code
- · bid number if applicable
- complete 10-digit item number
- specific colors, finishes and options

Please, do not FAX orders or any documents which may include credit card information— this is a "phone-in" process only. For billing questions, you may call 916/358-2684. To cancel call Customer Service.



CREDIT CARD ORDERS

Customers may use one of several major credit cards accepted by CALPIA. To place an order, please call Customer Service at 916/358-2733 and request the Credit Card Desk.

BID ORDERS

Purchase orders based on successfully awarded bids must have the applicable bid number written **noticeably** on the order.



GENERAL TERMS

CONTACT CALPIA

Customer Service Phone: 916-358-2733 Fax: 916-358-2660

Sales

Phone: 916-323-2419 Fax: 916-322-1184

WEBSITE ORDERS www.calpia.ca.gov

DO NOT send a confirming copy of your purchase order if it is faxed/sent on the website.

EXEMPTION POLICY

State agencies may be granted exemptions by CALPIA to procure products from other sources. Agencies seeking exemptions will be directed to their assigned CALPIA account representative. If the product involved is not made by CALPIA, or for economic or technical reasons cannot be made, an exemption may be granted for outside procurement. Additionally, exemptions may be granted to accommodate individual medical requirements (see below). The assigned CALPIA Account Representative will review all exemption requests. For all such requests the CALPIA Exemption Request Form must be completed and submitted to CALPIA. All approved requests must be maintained in the requesting department's procurement transaction file as proof of approval. It is the customer's responsibility to cancel any existing purchase orders for item(s) no longer required as a result of the exemption per the cancellation policy below.

Medical Exemptions

CALPIA will grant exemptions based upon medical reasons to agencies who are required to purchase from CALPIA under Penal Code 2807. Purchase orders for medical exemptions must be accompanied by an authorization from the agency's Americans With Disabilities Act coordinator or designee. Documents should **NOT** include the name of the affected employee.

WARRANTY POLICY

CALPIA warrants to the original purchaser that products are free from defects in materials and workmanship found through normal usage during the specified warranty period. The warranty applies for products delivered/ installed at the shipping destination only.

The customer agrees to use CALPIA products properly: not to remove or alter safety devices, warnings or operating instructions placed on products, and to instruct employees as to the proper care and use of products according to the information provided by CALPIA.

DELIVERY

Contact Customer Services for ship dates, as they vary by product.

CALPIA will make every attempt to meet scheduled delivery dates. If CALPIA cannot deliver product as scheduled due to causes beyond its control, i.e., casual labor disputes or accident, inability to obtain necessary labor, material or transportation, or changes requested by the customer, the delivery date will be examined by CALPIA and a new date will be established.

PRIOR NOTIFICATION

If you would like to be notified prior to delivery the request must be made on the purchase order with a contact name and telephone number.

REDELIVERY OF FREIGHT

When redelivery of merchandise is required because the customer is not ready to accept merchandise and no notification of this fact is given to CALPIA at least one week prior to the scheduled ship date, the actual costs for freight, restocking and rehandling will be billed to the customer.

CHANGES & CANCELLATIONS

Changes and cancellations are subject to approval by CALPIA. Requests must be submitted in writing and refer back to the original order. A Change Order Acknowledgment will be forwarded if approved.

Change orders and cancellations are subject to additional charges for reimbursement of costs incurred. If the order has already been shipped at the time of cancellation, shipping costs are the responsibility of the customer.

Orders for nonstandard and custom products are not subject to cancellation.

SHIPMENT DAMAGE/SHORTAGES

All shipments should be carefully inspected by the customer before acceptance. If damage has occurred and the delivery is accepted, the damage must be noted on the Bill of Lading at the time of delivery. The notation must be signed and include the printed name of both the receiver and driver. Concealed shortages or damages must be reported in writing to Customer Service within ten (10) days so a claim can be filed with the carrier.

RETURN POLICY

CALPIA reserves the right to refuse the return of standard, non-standard (custom), or altered products.

To return unused, undamaged products, customers must request a **Returned Merchandise Authorization (RMA)** through the CALPIA Customer Services Branch. Credit cannot be issued for stock returned without prior authorization.

All requests must be made within 30 days after receipt of item(s) with the following exceptions: Apparel, miscellaneous textiles, flags, gloves, boots and shoes, mesh signs and binders must be made within 90 days after receipt. Warranty returns are not accepted for these products.

If a return is authorized, CALPIA will make arrangements for pickup and bill the customer for round-trip freight charges. Customers should not make their own arrangements for return of items. CALPIA is not responsible for items lost or damaged in transit if the customer has made their own shipping arrangements and/or the items are shipped freight prepaid. Damaged items will be refused.

Returns are subject to a 25% restocking charge.

If CALPIA determines that a returned item has been used, modified or altered in any way, the item will be returned at the customers's expense and a credit will not be issued.

Refer to the Shipment Damages/Shortages and Warranty Policy sections of Terms and Conditions for additional information on returns.